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Attorneys for Plaintiff MACKENZIE ANNE  
THOMA, an individual and on behalf of all  
others similarly situated,

**IN THE UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

MACKENZIE ANNE THOMA, a.k.a.  
KENZIE ANNE, an individual and on behalf  
of all others similarly situated,

Plaintiff,

v.

VXN GROUP LLC, a Delaware limited  
liability company; MIKE MILLER, an  
individual; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 2:23-cv-04901-WLH  
(AGRx)

*[Assigned to the Hon. Alicia Rosenberg]*

**INFORMAL DISCOVERY  
CONFERENCE STATEMENT**

1 Pursuant to the Rules and Procedures of the Honorable Alicia Rosenberg, this  
2 Joint Statement is being submitted by counsel for Plaintiff Mackenzie Anne Thoma  
3 (“Plaintiff”), an individual and on behalf of all others similarly situated, and counsel  
4 for Defendants VXN GROUP, LLC and MIKE MILLER (“Defendants”) (hereby  
5 referred to collectively as “the Parties”).

6 **PLAINTIFF’S POSITION**

7 **I. Artists Business Management Group Inc. Subpoena**

8 On August 20, 2024, Defendants served Plaintiff with a Notice of Intent to  
9 Serve Subpoena (“Subpoena Notice”) attached hereto as **Exhibit “A”**. The Subpoena  
10 seeks the production of Plaintiff’s financial records from Artists Business  
11 Management Group, Inc. (“Artists Business Management”) who is Plaintiff’s former  
12 accounting firm. The Subpoena set the date of compliance as September 2, 2024 at  
13 5:00 pm. The Subpoena commands production of Plaintiff’s private financial records  
14 generally related to Plaintiff’s income generated Kenzieland and Lola March  
15 (hereinafter “Loan Out Companies”) and business expenses claimed in tax returns of  
16 Plaintiff’s Loan Out Companies.

17 On August 23, 2024, Plaintiff’s counsel emailed Defendant’s counsel  
18 requesting a meet and confer video conference. In this email, Plaintiff’s counsel  
19 informed Defendant’s counsel of intent to serve objections to the subpoena and file a  
20 Motion to Quash due to the subpoena’s breach of Plaintiff’s constitutional right to  
21 privacy.

22 On August 27, 2024, the parties engaged in a meet and confer via Zoom  
23 regarding this disagreement. During the meet and confer, the parties could not come  
24 to an agreement. In an email following the meet and confer, received on August 28,  
25 2024, Defendant’s counsel claimed the Subpoena was necessary to determine  
26 elements of California Code, Labor Code - LAB § 2776, commonly known as the  
27 business-to-business exception to California’s ABC Test for determining whether a  
28 worker is an employee or an independent contractor.

1 The three elements identified by Defendant's counsel were (1) the level of  
2 control Defendants exerted over Plaintiff, (2) whether and to what extent Plaintiff was  
3 "customarily engaged" in work of the same nature of the services she provided to  
4 Defendants, and (3) whether and to what extent Plaintiff, through her entities,  
5 provided similar services to other studios during the contract period.

6 Plaintiff's counsel contends this subpoena is unduly burdensome and harassing  
7 in nature given the available evidence on the record, namely the August 13, 2024  
8 Deposition of Plaintiff. Examples of deposition testimony obtained by Defendant  
9 from Plaintiff during her deposition are attached hereto as **Exhibit "B"** which  
10 demonstrate that Defendant had the opportunity to obtain the information it seeks  
11 through less intrusive means as detailed below.

12 As to (1), Plaintiff testified thoroughly to the level of control Defendants  
13 exerted over her during the August 13, 2024 Deposition. Plaintiff identified how  
14 Defendant enforced "who they did and didn't want" her "to be around or work for"  
15 (*see Exhibit B, p. 143*). Plaintiff detailed an "average day" on a set for Defendant -  
16 how she was instructed before, during and after filming and photography and how  
17 many hours she spent doing certain things at Defendant's direction (*see Exhibit B, p.*  
18 **145**). The testimony was exhaustive, even revealing the level of control Defendant  
19 exercised over Plaintiff's personal grooming (*see Exhibit B, p. 143*).

20 As to (2) and (3), Plaintiff testified both to her customary engagement of work  
21 of the same nature and to her provision of services in the deposition. An excerpt of  
22 that deposition demonstrates that Plaintiff testified as to the business activities and  
23 income of her Loan Out Companies even before she was contracted to work for  
24 Defendant. (*see Exhibit B, p. 26*). The exact number shared is redacted in this  
25 document for privacy purposes but demonstrates the available information already on  
26 the record regarding income generated by Plaintiff's Loan Out Companies.

27 As can be seen from Exhibit B, Defendant obtained at least **20 pages of**  
28 **testimony** relating to Kenzieland operations. Defendant obtained an additional 4  
3

1 pages of testimony regarding Kenzieland operations later on in the deposition. There  
2 is no compelling need for the production of financial records of Kenzieland. (*see*  
3 *Exhibit B, pp. 61-80*). Defendant also obtained 5 pages of testimony regarding the  
4 purpose and operations of Lola March. (*see Exhibit B, pp. 126-130*)

5 Furthermore, Defendant obtained testimony from Plaintiff regarding the  
6 payment arrangement of “booking fees” between Plaintiff and Motley Models. (*see*  
7 *Exhibit B, pp. 105-110*). There is no compelling need for the production of financial  
8 records between Plaintiff and Motley Models.

9 Plaintiff can provide this Court with the full deposition transcript should the  
10 Court so require.

11 Plaintiff’s counsel contends that the documents Defendant seeks to subpoena  
12 breach Plaintiff’s right to financial privacy and are privileged. Additionally,  
13 Plaintiff’s counsel contends the Subpoena is harassing and unduly burdensome and  
14 intrusive as Defendant served a subpoena on May 22, 2024 on Mainboard LLC. The  
15 Mainboard LLC Subpoena sought a variety of documents and information, including  
16 “TALENT ACCOUNTING DATA,” which directly satisfy Defendant’s purported  
17 needs for the current Subpoena as that data will reflect other business that Plaintiff  
18 was engaged in *and* includes financial information (e.g., rates) while contracted to  
19 work for Defendant. In the August 27, 2024 meet and confer, Defendants admitted  
20 they have received no documents from this subpoena, but there is no evidence that  
21 Defendant has taken any action to enforce the Mainboard LLC subpoena. Instead,  
22 Defendant now targets Plaintiff’s former accountant for private financial records.

23 Defendant should not be permitted to continue with a harassment campaign  
24 into Plaintiff’s private financial dealings. Defendant has gathered evidence of  
25 Plaintiff’s other business dealings through other means, such as Plaintiff’s deposition,  
26 as to Plaintiff’s separate business activities before, during and after she was contracted  
27 to work for Defendant. Thus, there is no compelling need for the production of  
28 sensitive private financial documents from Plaintiff’s former accounting firm.

1  
2 **II. Larry Lerner Deposition**

3 On August 20, 2024, Defendants served Plaintiff with a Notice of Taking  
4 Deposition (“Deposition Notice”) attached hereto as Exhibit C. The Deposition  
5 Notice was to be taken of Larry Lerner, c/o Artists Business Management Group, Inc.,  
6 Plaintiff’s former accountant. The Deposition Notice set the date of deposition as  
7 September 10, 2024 at 11:00 am.

8 For all of the stated reasons above, Plaintiff’s counsel objects to this deposition  
9 and contends that the information from this deposition breach the Plaintiff’s right to  
10 privacy and is privileged. It is only reasonable to presume that Defendant will seek  
11 testimony from Mr. Lerner as to Plaintiff’s private financial information relating to  
12 her Loan Out Companies. Additionally, Plaintiff’s counsel contends based on all  
13 foregoing reasons that the Deposition is unduly burdensome and intrusive in light of  
14 the information available through the deposition of the Plaintiff on August 13, 2024.

15 **DEFENDANTS’ POSITION**

16 **I. Artists Business Management Group Inc. Subpoena**

17 Defendants’ Subpoena to Artists Business Management Group, Inc.  
18 seeks documents relevant to one of Defendants’ defenses of Plaintiff’s claim of  
19 misclassification, namely, that the relationship between Plaintiff and Defendants  
20 meets the elements of the business-to-business (“B2B”) exception of Cal. Lab. Code  
21 § 2776. Plaintiff testified during her deposition that her contract with Defendants  
22 materially impaired her income and her ability to work for herself or through others.  
23 *See Exhibit C.* Defense counsel attempted to verify this testimony by asking  
24 questions regarding the amount of income she received from various enterprises and  
25 activities prior to her contract with Defendants, however, Plaintiff’s counsel routinely  
26 objected and instructed Plaintiff not to answer on account of financial privacy. *See*  
27 *Exhibit D.* Defense counsel also asked Plaintiff questions regarding the income from  
28 those same sources (e.g., other studios, OnlyFans, and Plaintiff’s own website) during

1 the time period in which she was under contract with Defendants, however, Plaintiff's  
2 counsel likewise instructed Plaintiff not to answer such questions.

3 When Defense counsel asked Plaintiff how much revenue her website  
4 (Kenzieland.com) generated during 2021, a year in which Plaintiff was under contract  
5 with Defendants, Plaintiff testified that she did not know. Plaintiff then indicated that  
6 her former accountant may have such relevant information. Accordingly, because  
7 Plaintiff claims not to have knowledge regarding her finances during periods relevant  
8 to the Complaint, and because Plaintiff's counsel refuses to permit questioning  
9 regarding those finances, Defendants are left with the choice of either proceeding  
10 absent relevant dispositive evidence, or diligently pursuing the facts necessary to  
11 prove essential elements of their defense. The information sought by the subpoena is  
12 relevant to the B2B elements under § 2776, as well as the *Borello* test.

13 Regarding the Subpoena to Mainboard, LLC, despite Defendants' best  
14 efforts, Mainboard has failed to produce any responsive documents because  
15 Mainboard claims that Motley Models, Plaintiff's former talent agency, deleted all  
16 files from their account in February of 2024 (after the filing of this lawsuit), and that  
17 Mainboard's data retention policy required Mainboard to permanently erase Motely  
18 Models' data after 30 days. Because Defendant's subpoena to Mainboard was served  
19 beyond 30 days from Motley Models' account deletion, Mainboard is no longer in  
20 possession of responsive documents.

21 **II. Larry Lerner Deposition**

22 Larry Lerner is the former accountant identified by Plaintiff in her  
23 deposition testimony as someone who would have relevant information regarding the  
24 activities, revenue, and expenses of her Loan Out Companies during the time period  
25 in which she rendered services for Defendants. Accordingly, Defendants believe that  
26 Mr. Lerner will have information relevant to determine the veracity of Plaintiff's  
27 testimony that her contract with Defendants restricted her income and work activity.  
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Dated: August 29, 2024

BIBIYAN LAW GROUP, P.C.

By: /s/ Sarah H. Cohen  
DAVID D. BIBIYAN  
JEFFREY D. KLEIN  
SARAH H. COHEN  
Attorneys for Plaintiff

Dated: August 29, 2024

By: /s/ Trey Brown  
BRAD KANE  
TREY BROWN  
Attorneys for Defendant

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# EXHIBIT A

**KANE LAW FIRM**  
1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

**KANE LAW FIRM**

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Trey Brown (SBN 314469)  
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11337 Ventura Blvd.  
Studio City, CA 91604

*Attorneys for Defendants*  
VXN Group, LLC and  
Mike Miller

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

MACKENZIE ANNE THOMA, a.k.a.  
KENZIE ANNE, an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

VXN GROUP LLC, a Delaware  
limited liability company; MIKE  
MILLER, an individual; and DOES 1  
to 100, inclusive,

Defendants.

Case No. **2:23-cv-04901 WLH (AGRx)**

**NOTICE OF INTENT TO SERVE  
SUBPOENA**

1 PLEASE TAKE NOTICE that on August 21, 2024, Defendant VXN  
2 GROUP, LLC, by and through undersigned counsel, will cause the attached  
3 subpoena to be served via process server on Artists Business Management Group,  
4 Inc.

5 Respectfully submitted,

6  
7  
8 By: /s/ Trey Brown

9 Trey Brown

10 Brad S. Kane

11 Attorneys for Defendants

12 VXN Group LLC and Mike Miller  
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KANE LAW FIRM  
1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

**KANE LAW FIRM**  
1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

**CERTIFICATE OF SERVICE**

I hereby certify that on August 20, 2024, a true and correct copy of the foregoing document was served via email to the following recipients:

David D. Bibiyan  
[david@tomorrowlaw.com](mailto:david@tomorrowlaw.com)

Jeffrey D. Klein  
[jeff@tomorrowlaw.com](mailto:jeff@tomorrowlaw.com)

Sarah H. Cohen  
[sarah@tomorrowlaw.com](mailto:sarah@tomorrowlaw.com)

Rafael Yedoyan  
[rafael@tomorrowlaw.com](mailto:rafael@tomorrowlaw.com)

Dated: August 20, 2024

By: /s/ Trey Brown  
Trey Brown

UNITED STATES DISTRICT COURT

for the

Central District of California

MACKENZIE ANNE THOMA, a.k.a KENZIE ANNE

*Plaintiff*

v.

Civil Action No. 2:23-cv-04901-WLH (AGR<sub>x</sub>)

VXN GROUP LLC et al.

*Defendant*

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Artists Business Management Group Inc., Attn: Larry Lerner, 5950 Canoga Ave., Suite 417, Woodland Hills, CA  
91367

*(Name of person to whom this subpoena is directed)*

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: SEE ATTACHMENT 1

Place: 11337 Ventura Blvd., Studio City, CA 91604;  
trej.brown@vixenmediagroup.com

Date and Time: 9/2/24 at 5 p.m.

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 8/20/24

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

/s/ Trey Brown

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Defendants VXN Group LLC et al., who issues or requests this subpoena, are:

Trey Brown; 11337 Ventura Blvd., Studio City, CA 91604; [trej.brown@vixenmediagroup.com](mailto:trej.brown@vixenmediagroup.com); (323) 697-9840

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ 0 \_\_\_\_\_.

My fees are \$ 0 \_\_\_\_\_ for travel and \$ 0 \_\_\_\_\_ for services, for a total of \$ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**

**(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
  - (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
  - (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
  - (iv) subjects a person to undue burden.
- (B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## **ATTACHMENT 1**

### **DEFINITIONS**

As used herein, the following terms shall have the following definitions:

1. “You” refers to Artists Business Management Group, Inc. and all persons or entities acting on its behalf or in its interest.
2. “Thoma” refers to Plaintiff Mackenzie Thoma and all persons or entities acting on her behalf or in her interest.
3. “Kenzieland” refers to Kenzieland LLC and all persons or entities acting on its behalf or in its interest.
4. “Lola March” refers to Lola March LLC and all persons or entities acting on its behalf or in its interest.
5. “Motley Models” refers to Twice Baked Media, Inc. d/b/a Motley Models and all persons or entities acting on its behalf or in its interest.

### **DOCUMENTS TO BE PRODUCED**

1. Documents sufficient to ascertain the date and amount of all payments from or on behalf of Thoma to Motley Models between November 11, 2020 and December 31, 2022.
2. Documents sufficient to ascertain the date and amount of all payments from or on behalf of Kenzieland to Motley Models between November 11, 2020 and December 31, 2022.
3. Documents sufficient to ascertain the date and amount of all payments from or on behalf of Lola March to Motley Models between November 11, 2020 and December 31, 2022.
4. Documents sufficient to ascertain the amount and nature of all business expenses claimed by Thoma in any tax return filed between November 11, 2020 and the present.
5. Documents sufficient to ascertain the amount and nature of all business expenses claimed by Kenzieland in any tax return filed between November 11, 2020 and the present.
6. Documents sufficient to ascertain the amount and nature of all business expenses claimed by Lola March in any tax return filed between November 11, 2020 and the present.



7. Documents sufficient to ascertain the studios for which Thoma rendered services, individually or through any business entities, each year from 2020 through 2022.

8. Documents sufficient to ascertain the amount and date of all payments between Thoma, Kenzieland, and Lola March, or any of them, from November 11, 2020 through the present.

9. All documents identifying or describing the business activities of Kenzieland from November 11, 2020 through the present.

10. All documents identifying or describing the business activities of Lola March from November 11, 2020 through the present.

11. Documents sufficient to ascertain the income generated by Kenzieland for the rendering of services in the field of acting for each year from 2020 through 2022.

12. Documents sufficient to ascertain the income generated by Lola March for the rendering of services in the field of acting for each year from 2020 through 2022.

# EXHIBIT B

1 that same capacity during the time that you worked with  
2 Vixen?

3 A Lauren was on my first set with Vixen. I  
4 don't know what she was doing, honestly. I've -- maybe  
5 Chris's assistant for the day, I'm not sure.

6 Q Did you communicate with Lauren Bonner in the  
7 runup to the first scene with Vixen?

8 A I don't think so.

9 Q Would you have had any reason to communicate  
10 with Lauren Bonner prior to your first scene with Vixen?

11 A We were friends for a little bit and like --  
12 so in that capacity we were friends for -- I mean, hung  
13 out maybe like five or six times outside of knowing her  
14 as Chris's assistant.

15 Q So your understanding is that Lauren Bonner is  
16 Chris Applebaum's personal assistant?

17 A Yes.

18 Q But personal assistant in the context of like  
19 getting groceries for him or personal assistant in the  
20 context of film?

21 A Both.

22 Q Both. Okay. What's Kenzieland?

23 A Kenzieland was my first LLC.

24 Q And what was the purpose of Kenzieland, LLC?

25 MS. COHEN: Objection. Vague.

1           A     I initially just started Kenzieland without  
2     the knowledge of an LLC and just had a brand that I  
3     called my own. I was trying to make content that was  
4     digestible for many of its OnlyFans, and I wanted to  
5     have a professional camera instead of an iPhone for that  
6     content, to take amateur to a professional view.

7           Q     So Kenzieland was an idea or a thing before  
8     you actually incorporated Kenzieland, LLC?

9           A     Yes.

10          Q     Who came up with the concept for Kenzieland?

11          A     I did.

12          Q     And the concept -- can you talk about that a  
13     little bit more, like what the concept was for  
14     Kenzieland?

15          A     I marketed it as glamorously dirty. I wanted  
16     a glam detail of sexual acts on camera.

17          Q     And so how did you get Kenzieland off the  
18     ground? In other words, it started as an idea in your  
19     head to produce dirty glam. And how did you put that  
20     into motion?

21          A     I had hired Chris as my videographer to shoot  
22     my concepts.

23          Q     And when you say you hired Chris as your  
24     videographer, did you hire him as an employee, a partner  
25     of yours?

1           A     Again, at the time I didn't know much about  
2     the legal parts of that, so I just hired him out of  
3     pocket.

4           Q     Okay. And when we say Chris, we mean Chris  
5     Applebaum?

6           A     Yes, Chris Applebaum.

7           Q     And so to get Kenzieland -- to get this vision  
8     off the ground, you hired Chris Applebaum as your  
9     videographer?

10          A     Yes.

11          Q     And what was the first thing y'all did  
12     together under this banner of Kenzieland?

13          A     I don't recall.

14          Q     Is Kenzieland an ongoing thing?

15          A     Kenzieland website works. I had a guy create  
16     a website where I sell the videos that I made. So it  
17     does produce a small amount of revenue. I actually  
18     can't remember if I renewed that LLC this year.

19          Q     Who created the website for you?

20          A     What was his name? I can't think of his name  
21     right now.

22          Q     If you happen to remember, let me know any  
23     time.

24          A     Okay.

25          Q     So Kenzieland is an ongoing thing?

1           A       There's no more creation left. It's only  
2       what's been filmed.

3           Q       Okay. So there is still content that is for  
4       sale under the Kenzieland brand?

5           A       Yes.

6           Q       Okay. Are you the sole owner of Kenzieland  
7       LLC?

8           A       Yes.

9           Q       Does anyone else have an equity interest  
10      that's not on paper for Kenzieland, LLC?

11          A       No.

12          Q       And what were your ultimate goals in creating  
13      Kenzieland beyond the creation of a particular type of  
14      content that you wanted to have made? What were the  
15      goals?

16          A       Again about goals, there's a lot. I was new  
17      to the industry, and I just wanted to bring something  
18      new to the vision.

19          Q       Was Kenzieland -- would it be fair to say that  
20      Kenzieland -- part of the purpose of Kenzieland was to  
21      raise your profile in adult entertainment?

22          A       Yes. Kenzieland was designed to showcase my  
23      creativity to the industry.

24          Q       Would it be fair to say that you also wanted  
25      to showcase your aesthetic? In other words, the way

1 that you look?

2 A Being the star of every film I did, yes.

3 Q And what was the first movie that you created  
4 for Kenzieland?

5 A I don't recall.

6 Q Do you know when you might have made the first  
7 film for Kenzieland?

8 A I do not.

9 Q What role would you play in a typical  
10 Kenzieland film?

11 A I did creative directing, which I also had  
12 hired Chris for, Chris Applebaum. I picked out what the  
13 wardrobe was, hair and makeup, location, and being in  
14 the film.

15 Q So you were jack of all trades in this  
16 Kenzieland business?

17 A Yes.

18 Q You were creative director, stylists for -- I  
19 guess wardrobe, right? I assume that you weren't the  
20 actual stylist. Did you have makeup artists and things  
21 like that?

22 A Yes.

23 Q Would it be fair to say that you were the  
24 executive producer of Kenzieland films?

25 A Yes.

1 Q Did you have a -- did you hire a video editor  
2 for those films?

3 A Because I hired Chris Applebaum, his job was  
4 to include my video editing. So --

5 Q Okay.

6 A -- he sent -- I don't know if he did it  
7 himself or would send it off. I think he does both.

8 Q So Chris Applebaum was the cinematographer,  
9 director, and video editor for Kenzieland videos?

10 A I did not say that. He was responsible for  
11 editing. I -- I'm not sure if he did the editing  
12 himself.

13 Q I see. So Chris Applebaum was the  
14 cinematographer and director, and he was also tasked  
15 with getting the film edited, however that might happen?

16 A Yes.

17 Q Okay. And you chose the locations that these  
18 films would be shot in?

19 A Yes.

20 Q Were they shot in multiple locations?

21 A Yes.

22 Q Were they shot primarily in one location?

23 A No.

24 Q Were the locations in California?

25 A Yes, I believe all of them.



1 Q And how did you choose those locations?

2 A Budget.

3 Q Did you like go scout location, go into a  
4 location agreement?

5 A I had been modeling for a while, so I have a  
6 good book of who I can contact for a location and then  
7 work around it.

8 Q So are we talking about like nice houses that  
9 you would film in?

10 A Yes, sometimes.

11 Q What about like a sound stage?

12 A I don't think I ever used a sound stage.

13 Q Do you know about how many movies that you  
14 created under the Kenzieland brand?

15 A What's considered a movie? Because some can  
16 be broken up into many, that's from one. So I'm not  
17 sure because editing creates a lot more movies than --

18 Q Okay. Would you say it was more than five?

19 A I'm going to say yes because I think I have  
20 more than five for sale.

21 Q And are those movies still for sale?

22 A Yes.

23 Q And where would I go if I wanted to buy one of  
24 those movies?

25 A You would go to kenzieland.com or

1 misskenzieanne.com.

2 Q And how much do you sell the movies for?

3 A I honestly don't know.

4 Q And are the movies for sale outright? In  
5 other words, if I buy a movie on kenzieland.com, do I  
6 own that movie forever, or do I need to go to Kenzieland  
7 to watch it?

8 A I believe I did it so that you have to go to  
9 Kenzieland to watch it, but I -- I don't know that for  
10 sure.

11 Q Does Kenzieland obtain revenue via like a  
12 subscription service or is it per movie?

13 A It's per movie.

14 Q Okay. The money that you generated from  
15 Kenzieland movies, what did you put that -- did that  
16 money go back into Kenzieland, LLC? How was that money  
17 used?

18 A Almost all of the money for Kenzieland was  
19 either cut even based off of production costs or put  
20 into the next film.

21 Q Okay. And when you say, "production costs,"  
22 you mean paying the various people that were involved in  
23 the production of the movie?

24 A Yes.

25 Q And payment for the props and the wardrobe?

1 A Yes.

2 Q And payment for the locations?

3 A Yes.

4 Q I'm going to show you a list of movies  
5 produced under Kenzieland that I pulled from the  
6 internet adult film database. I'm going to introduce  
7 this as deposition Exhibit 1.

8 Does this list look accurate to you in terms  
9 of the titles of the movies and the year of production?

10 (Exhibit 1 was marked for  
11 identification.)

12 A To my knowledge, yes.

13 Q Okay. So it looks like there are 23 movies on  
14 here; is that correct?

15 A That's what it says.

16 Q But earlier you said that sometimes you break  
17 up a movie into separate parts, and that's why we might  
18 get something like we see on the exhibit, Maid 1, Maid  
19 2, and Maid 3?

20 A Yes.

21 Q Okay. Did you engage other performers to  
22 perform on Kenzieland movies?

23 A I did, yes, but they were not all sex.

24 Q Okay. So other performers beyond you  
25 performed in many of these movies?

1 A It would be -- I believe six, seven.

2 Q Seven of these movies?

3 A Yes.

4 Q Do you recall which ones?

5 A Kenzie and Jax, Maid 1, 2, and 3, The  
6 Sleepover, Vanna Bardot and Codey Steele.

7 Q Okay. And the year of production is accurate?

8 A I -- I believe so.

9 Q Okay. Did you enter into agreements with the  
10 performers who worked on the Kenzieland movies?

11 MS. COHEN: Objection. Calls for expert  
12 opinion, legal conclusion. Vague as to "agreements."

13 BY MR. BROWN:

14 Q Did you enter into any written contracts with  
15 the performers who performed on the Kenzieland movies?

16 MS. COHEN: Same objections.

17 A No, I did not.

18 Q So just to be clear, for the performers that  
19 worked on these Kenzieland pictures with you, none of  
20 them did so pursuant to a signed agreement?

21 A We traded content.

22 Q Traded content?

23 A So when I filmed with them, they were also  
24 allowed to use what I produced to sell.

25 Q Did you pay any of the performers money --

1 A No.

2 Q -- in exchange for appearing in the Kenzieland  
3 movies?

4 A No.

5 Q And when you say you "traded content," can you  
6 be a little bit more specific in terms of what that  
7 exchange looked like?

8 A The outcome of video content produced in  
9 anything they were in, they get full legal rights too.

10 Q So in other words, if, let's take for example,  
11 Vanna Bardot and the Codey Steele Submit film, Vanna  
12 Bardot and Codey Steele have a full license to use that  
13 content any way they want?

14 A I sent it to them, yes.

15 Q And have they used that content?

16 A I have no idea.

17 Q And does the trade work both ways? In other  
18 words, did you perform in films for these performers and  
19 also have the ability to use that content as you saw  
20 fit?

21 A No.

22 Q So it's kind of a one-way trade in terms of  
23 you say, "Hey Vanna, come work on this film with me and  
24 in exchange you can just use this content for your own  
25 purposes"?

1 A Yes.

2 Q Are they able to monetize the content that  
3 they use, or are they just using it -- are they able to  
4 package it and sell it on their own?

5 A They're able to package and sell the content  
6 I've provided them to get revenue.

7 Q And the content that you provide them, is that  
8 the finished movie?

9 A Yes, and some behind the scenes. So iPhone  
10 things we -- photos we took.

11 Q And does this same thing -- does that same  
12 arrangement apply for the male actors as well?

13 A Yes.

14 Q So Jax Slayer -- just to be clear, you had no  
15 agreement with Jax Slayer to perform in the Kenzieland  
16 movies -- in other words, you had no written contract  
17 with Jax Slayer in connection with Kenzieland movies?

18 A No, I did not.

19 Q You had a written contract with Rob Piper  
20 pursuant to acting in Kenzieland movies?

21 A No, I did not. Where was Rob Piper?

22 Q Did Rob Piper perform in a Kenzieland movie?

23 A No, I don't believe he did.

24 Q No. Did Codey Steele perform in a Kenzieland  
25 movie?

1 A Yes, Codey Steele did.

2 Q And Codey Steele did not perform under a  
3 written agreement with you?

4 A No, he did not.

5 Q Okay. And was Jax Slayer paid any money in  
6 connection with his performance on the Kenzieland  
7 Worship video?

8 A No, he was not.

9 Q Was Codey Steele paid any money in connection  
10 with the Kenzieland video that he acted in?

11 A No, he was not.

12 Q Was Vanna Bardot paid any money in connection  
13 with the Kenzieland movie?

14 A No, she was not.

15 Q Was Charly Summer?

16 A No, she was not.

17 Q How about Kendra Sunderland?

18 A No, she was not.

19 Q Did Scarlett Scandal act in a Kenzieland movie  
20 with you?

21 A Oh, yeah. Scarlet was in a video. I don't  
22 think we ever released that video. I think we just took  
23 pictures. I -- yeah, I don't think that video ever came  
24 out.

25 Q Would that have been the Afternoon Delight

1 video or was that a solo video?

2 A I believe Afternoon Delight was solo. I don't  
3 know.

4 Q Okay.

5 A I'm not sure.

6 Q I'll just say these last names. But to your  
7 knowledge, did any of Kim Kerotika, Lily Andrews, or  
8 Ashley Lane act in Kenzieland videos?

9 A Ashley Lane.

10 Q She did?

11 A Yeah.

12 Q Did Lily Andrews act in any Kenzieland videos?

13 A Oh, yes. Lily Andrews was Sleepover Eats.

14 Q And did Kim Kerotika act with you in any  
15 Kenzieland movies?

16 A Oh, she did too. Yes. I don't remember which  
17 one that is.

18 Q And just to be clear, you didn't enter into a  
19 signed -- Kenzieland, LLC or you didn't enter into a  
20 signed agreement with Kim Kerotika or Lily Andrews or  
21 Ashley Lane?

22 A No, we did not.

23 Q Okay. So the products and service -- the  
24 products offered by Kenzieland, were they just movies?

25 A Okay. So now I'm remembering. I don't know



1 his name, but it was a company called FanGear. He made  
2 websites for people -- he designed websites for  
3 performers, and he also made merch, so T-shirts, coffee  
4 cups, key chains. So I had little trinkets. Honestly,  
5 I'm not sure what's on there.

6 Q What would be on the trinkets?

7 A Would be photos that I had taken to promote  
8 Kenzieland.

9 Q Were they photos -- what were they photos of?

10 A Me.

11 Q And was there -- when you say "trinkets," what  
12 all do you mean?

13 A Like I stated before, t-shirts, coffee mugs,  
14 bottle openers.

15 Q Okay. So on Kenzieland you can buy t-shirts,  
16 coffee mugs with your photo on them?

17 A Yes.

18 Q Anything else?

19 A No.

20 Q Like a calendar?

21 A Oh, I did. I -- I produced a calendar, yes.  
22 I did it two years. I'm not sure which years they were.

23 Q Would you say that those were popular items?

24 A They were pretty popular.

25 Q About how much revenue was Kenzieland, LLC

1 generating in 2021?

2 A I don't remember.

3 Q Can you estimate?

4 A No. I would have to talk to my accountant.

5 Q Was it a substantial amount of revenue?

6 A I -- I guess that's subjective.

7 Q Was it more than \$5,000 per month?

8 A I don't know.

9 Q Who is the accountant that you referenced?

10 A I honestly don't know my accountant's name. I  
11 had to switch over recently to a new one.

12 Q Does the new accountant also handle Kenzieland  
13 accounts?

14 A No, I -- I -- like I said, I don't know if I  
15 renewed Kenzieland this year.

16 Q Who was the old accountant?

17 A Larry -- Larry Lerner, I believe was his name.

18 Q Lerner. Like L-E-R-N-E-R?

19 A Yeah.

20 Q I have a friend with that last name. I always  
21 want to put the A in there, but.

22 So Kenzieland has produced -- it has generated  
23 revenue?

24 A A little bit.

25 Q And does it still produce revenue?

1 A Nothing that I'm paying attention to.

2 Q Did it ever produce an amount of revenue that  
3 warranted your attention?

4 A No.

5 Q And how was the revenue from Kenzieland -- the  
6 revenue from Kenzieland, you've already said when a  
7 movie was made, the revenue from that movie went into  
8 creating the next movie.

9 A Mm-hmm.

10 Q What about the revenue from the various items  
11 for sale on Kenzieland?

12 A Why is it important what I spend my money on?

13 Q I'm asking you the revenue that was generated  
14 from the products that you sold on kenzieland.com --

15 A Right.

16 Q What did that go towards?

17 A I do not know how to answer that question --

18 MS. COHEN: I'm just going to object to  
19 my client's privacy right. And instruct my client not  
20 to answer.

21 MR. KANE: I think what you're trying to  
22 ask is, did the money go into Kenzieland, not what she  
23 spent it on.

24 MR. BROWN: Right.

25 //

1 BY MR. BROWN:

2 Q I'm asking you not what you did with the  
3 money, but did the revenue from those items go back into  
4 funding the business venture?

5 MS. COHEN: Same objection. I'm going to  
6 instruct my client not to answer.

7 BY MR. BROWN:

8 Q So the money that you made off the movies from  
9 Kenzieland went back into the production of Kenzieland  
10 movies?

11 MS. COHEN: Objection. Same objection.  
12 I'm going to instruct my client not to answer.

13 MR. BROWN: I'm confused because I feel  
14 like she already answered that question.

15 MS. COHEN: Well, then asked and  
16 answered.

17 BY MR. BROWN:

18 Q Did the revenue that Kenzieland generated, was  
19 it affected, or did it change after you started working  
20 with Vixen?

21 MS. COHEN: Objection. I'm going to  
22 instruct my client not to answer. It's her private  
23 financial information for own company.

24 MR. KANE: I think it's directly related  
25 to phase one discovery, whether or not she was providing

1 services to multiple companies.

2 MS. COHEN: I don't think that has  
3 anything to do with phase one.

4 BY MR. BROWN:

5 Q Are you going to abide by your Counsel's  
6 advice not to answer the question?

7 A I am.

8 Q So in 2022, were you really active as far as  
9 being an adult performer?

10 MS. COHEN: Objection. Vague.

11 A I was working often, yes. Yes, I was working  
12 a good amount at that point.

13 Q And what were you working on in 2022?

14 A Scenes.

15 Q And were these scenes for adult entertainment  
16 companies, studios?

17 A Yes, and myself.

18 Q And when you say yourself, do you mean  
19 Kenzieland movies, or do you mean content produced for  
20 your OnlyFans?

21 A I mean content produced for my OnlyFans.

22 Q Okay. And would it be fair to say that 2022  
23 was your most active year in performing as an adult film  
24 actress?

25 A Yes. I would say 2022 was my most active

1 year.

2 Q Did you do over a hundred scenes that year?

3 A I have no idea.

4 Q Would it have been over a hundred scenes to  
5 your knowledge?

6 A I have no idea.

7 Q Would it have been fewer than a hundred scenes  
8 to your knowledge?

9 A I have no idea.

10 Q But you were -- would you agree that you were  
11 pretty prolific during 2022?

12 A Can you define that word?

13 Q Prolific meaning very active, prolific  
14 meaning --

15 A So the same question again?

16 Q Sure. Would you say that you were prolific in  
17 2022?

18 A I -- I -- yes. It was my most active year as  
19 I stated earlier.

20 Q And did you get nominated for a lot of awards  
21 that year?

22 A "A lot" is an ambiguous term. I had some  
23 nominations.

24 Q What awards in general have you won for being  
25 an adult performer?

1 Q Would anybody know?

2 A I'm not sure.

3 Q Would your accountant know?

4 A Possibly. Good luck getting ahold of him.

5 Q So you don't remember signing a tax return  
6 involving Kenzieland?

7 A I think I had done my taxes individually that  
8 year. Possibly, I'm not sure. I don't remember.

9 Q When they advised you to form the LLC to  
10 receive payment from Vixen, did they explain to you why  
11 that would be beneficial to you?

12 A It was the difference between direct deposit  
13 and a check. I guess they just didn't want to write  
14 checks anymore and they wanted to do direct deposit. So  
15 that I -- I believe my first two films were check and  
16 then afterwards were -- what is it, ACH or direct  
17 deposit -- yeah.

18 Q Okay. Are you familiar with an entity called  
19 Lola March?

20 A Yes.

21 Q Do you have ownership in that entity?

22 A Yes.

23 Q Is that an ongoing entity?

24 A Yes.

25 Q When did you form Lola March?

1           A     Really closely after Kenzieland. I had  
2 realized that there's a lot of personal information when  
3 you have an LLC and that it should not be related to  
4 your business. So I had -- a lawyer at the time advised  
5 me to get a new LLC and sort of just stop using  
6 Kenzieland.

7           Q     And so what was the purpose behind forming  
8 Lola March, LLC?

9           A     The safety of where I lived and where I  
10 regulated.

11          Q     I see. So you wanted to use Lola March, LLC  
12 as a buffer between your personal information and  
13 business?

14          A     Yes.

15          Q     And what did Lola March, LLC do?

16          A     It served as a method for people to pay me so  
17 I could do my taxes as an independent contractor.

18          Q     Are you familiar with the term "loan out  
19 company"?

20          A     No.

21          Q     Okay. Is Lola March still active?

22          A     Yes.

23          Q     Did Lola March to your knowledge file a  
24 separate tax return?

25          A     Yes.



1 Q Did you sign that tax return?

2 A If we're talking about 2021, I'm not sure.

3 Q Any tax year?

4 A Yes.

5 Q Okay. Did Lola March take business deductions  
6 to your knowledge?

7 A No. Business deductions like write-offs?

8 Q Yeah.

9 A Yes.

10 Q What kind of write-offs?

11 A Things such as --

12 MS. COHEN: Actually, hold on a second.  
13 That's -- I'm going to instruct my client not to answer,  
14 financial privacy.

15 BY MR. BROWN:

16 Q So Lola March did take business deductions?

17 A Yes.

18 Q Did you take business deductions in connection  
19 with Lola March, LLC related to the work that you  
20 performed for Vixen?

21 A I do not know.

22 Q Okay. What jurisdiction was Lola March formed  
23 in?

24 A Does that mean what -- what state?

25 Q Yes.

1 A California.

2 Q And Kenzieland, do you know what state  
3 Kenzieland was formed in?

4 A For some reason someone advised me to do  
5 Wyoming, and that's where it was initially for  
6 absolutely no reason other than taking someone's poor  
7 advice.

8 Q Do you have any idea why they would advise you  
9 to form it in Wyoming?

10 A No, I don't.

11 Q Okay. So you mentioned earlier that you were  
12 advised to form Lola March, LLC to receive payment for  
13 the work that you did, and furthermore, to protect your  
14 personal information. Have you -- as an adult  
15 performer, do you have a heightened need for privacy  
16 based on the work that you do?

17 A Absolutely.

18 Q Have you suffered any negative consequences  
19 from your personal information being obtained by  
20 somebody else?

21 A Yes, I have.

22 Q What kind of negative consequences?

23 A People posting my address publicly, my phone  
24 number.

25 Q And how does that make you feel?

1 A Obviously terrified.

2 Q Is that on the low end of consequences that  
3 you've suffered because of your personal information  
4 getting out there, or is that on the high end of  
5 consequences?

6 A So initially Kenzieland, when that had all  
7 happened, I had moved out of my apartment complex  
8 because people had found out where my window was in  
9 relation to my apartment building.

10 Q Because of the Kenzieland, LLC?

11 A Yes.

12 Q Because your name was on the organizing  
13 documents?

14 A Yes.

15 Q Okay. So it's fair to say that you value your  
16 privacy greatly, primarily because -- you know, all of  
17 us value our privacy, but you value your privacy  
18 greatly, primarily because you're an adult performer and  
19 that puts you at higher risk; is that true?

20 A I think in general as any form of a public  
21 figure, adult performer, whatever category you want to  
22 throw at -- an influencer, I don't know who else you  
23 want to bring in -- I would say anybody in the public  
24 eye has heightened security, you know, measures that I  
25 take, or we take.

1 and Penthouse generated more than [REDACTED] per month for  
2 you?

3 A At the time things were not always consistent.

4 Q And were they inconsistent on the camming  
5 side, or were they inconsistent on the modeling side?

6 A The reason I'm having a hard time answering  
7 that is because the modeling part of it was -- I guess  
8 can you rephrase the question?

9 THE WITNESS: What is happening on here  
10 now?

11 MR. BROWN: Are we good?

12 BY MR. BROWN:

13 Q Just to clarify. Prior you stated that you  
14 were making around -- prior to working with Vixen you  
15 were making around \$[REDACTED] a month via camming. And I  
16 asked you if that was your main source of income prior  
17 to working for Vixen.

18 A I would say that both were equally sources of  
19 income.

20 Q So you made roughly \$[REDACTED] per month modeling  
21 just as you made roughly [REDACTED] a month in camming?

22 A The answer would be sometimes for both.

23 Q Sometimes in modeling you would pull down  
24 \$[REDACTED] a month, sometimes in camming you would pull  
25 down \$[REDACTED] a month?

1 the director's names. Like Kayden Kross, we had to do  
2 red nails for Deeper every time.

3 Q Okay. So is it a fair assessment when we say  
4 that all personal grooming requirements, those were  
5 controlled by Vixen?

6 A 100 percent they were.

7 Q So there wasn't any flexibility in your  
8 contract for you to make these decisions for yourself?

9 MR. KANE: Calls for legal conclusion.

10 A No. There was no flexibility for me to make  
11 appearance changes.

12 Q Okay. Do you have any knowledge as the  
13 difference between Vixen's exclusive versus  
14 non-exclusive contracts?

15 A I was supposedly on two different contracts.  
16 And the non-exclusive, I was allowed to work or film  
17 with other companies filming porn. Whereas my  
18 exclusive, I could only perform with them. However,  
19 when I was on my non-exclusive, they did get upset when  
20 I was crowned Pet of the Year and had of the months,  
21 which was already established with them. But that would  
22 be happening moving forward. But they were upset with  
23 the timing of announcements for when I was Treat of the  
24 Month, Bombshell of the Month, Pet of the Year. So they  
25 did enforce who they did and didn't want me to be around

1                   You can answer.

2                   THE WITNESS: I did answer. You were  
3 talking over me.

4                   I said, yes. That is how I was directed  
5 by multiple people on set.

6 BY MS. COHEN:

7           Q       Okay. So when you first arrived on set, what  
8 was -- can you just in general, or on an average day  
9 that you would arrive on scene, what was one of the  
10 first things that Vixen or a director or Mike Miller  
11 instructed you to do?

12                  MR. KANE: I'm going -- objection. Vague  
13 and ambiguous and compound.

14           A       When I got to set, I was requested to get into  
15 hair and makeup and was typically given my script or the  
16 contract, W-9 for the day.

17           Q       Okay. And once your hair and makeup were done  
18 and you reviewed your script, would you go immediately  
19 to start performing the scene, or was there something  
20 that was required of you first before the filming began?

21           A       There was never -- I never went straight into  
22 a scene. I always had like six hours of photo shoots,  
23 which didn't typically involve the scene. Sometimes it  
24 was split, but I'd be put in Vixen merchandise and shot  
25 for their graphic tee brand, like panties, bra, whatever

1 believe it was around -- right before my 25th birthday.

2 So I'm thirty-one, six years.

3 Q Which platform did you start camming on first?

4 A My first -- my first stream site was called  
5 Streamates.

6 Q Do you currently still use Streamates?

7 A No, sir. I do not.

8 Q What sites do you currently cam on?

9 A I use OnlyFans -- and I'm trying to remember.  
10 I believe the last one outside of OnlyFans is  
11 Chatterbate.

12 Q Okay. So to clarify, you currently cam on  
13 OnlyFans and Chatterbate?

14 A Yes, sir.

15 Q Are there any other platforms that you cammed  
16 on in the course of your time in adult entertainment  
17 beyond Chatterbate and OnlyFans and -- what was the  
18 other one you named, Stream?

19 A Streamates.

20 Q Streamates. Are there any other platforms  
21 that you used?

22 A Yes, but I don't -- there's been a lot that I  
23 was on and off of. I've made accounts for one or two  
24 streams on, just tried out, so I couldn't recall all the  
25 names.

1 was saying I was Bombshell of the Month and essentially,  
2 they wanted me to get -- to fall into the category for  
3 the appropriate porn companies to become their of the  
4 month.

5 Q Okay. Did you have a written representation  
6 agreement with Motley?

7 A Yes, I did.

8 Q Did you pay commissions to Motley pursuant to  
9 that agreement?

10 A Yes, I did.

11 Q Do you recall the rate of the commission?

12 A It was 10 percent.

13 Q And is that 10 percent of every dollar that  
14 you made in your entire career, or is it 10 percent of  
15 every dollar you made for like a particular shoot?

16 A It would be 10 percent for a particular shoot  
17 if they had booked me the job.

18 Q Okay. And so how would they get that 10  
19 percent?

20 A I paid them.

21 Q So the studio pays you and then you pay them?

22 A Yes.

23 Q After the fact?

24 A Yes.

25 Q And how would you give that money to them?



1           A     It was usually wire transfer. Yeah, it was  
2 always wire transfer.

3           Q     And would you personally initiate the wire  
4 transfer?

5           A     Yes.

6           Q     Did you always pay the commissions from the  
7 same account?

8           A     No.

9           Q     What accounts would you have paid the  
10 commissions through?

11          A     Depending on what bank had more of my money at  
12 the time.

13          Q     So you had accounts at a few different banks?

14          A     Just accounts with -- with a bank.

15          Q     Did you ever pay the commissions from a  
16 business account?

17          A     Yes.

18          Q     Which business account?

19          A     Actually, kind of a weird question because my  
20 initial business account was just with Wells Fargo, and  
21 it initially started out as my hairdressing account. So  
22 my hairdressing account.

23          Q     Do you recall, was there a business associated  
24 with that hairdressing?

25          A     It was just Mackenzie Anne Thoma.

1 Q Okay. Were there any other business accounts  
2 that you used to pay commissions to Motley?

3 A No.

4 Q Did you deduct the commissions that you paid  
5 to Motley off any of your taxes?

6 MS. COHEN: Hold on.

7 Objection. I'm going to instruct my  
8 client not to answer based on her financial privacy.

9 BY MR. BROWN:

10 Q Are you familiar with the term "booking fees"?

11 MR. KANE: -- she's going to follow that  
12 instruction.

13 BY MR. BROWN:

14 Q Are you going to follow your attorney's  
15 instruction not to answer the question?

16 A Yes, I am.

17 Q Are you familiar with the term "booking fees"?

18 A No, I'm not.

19 Q Are you aware if when a studio booked, that  
20 they paid money to Motley Models beyond the commission,  
21 that you would pay Motley models for that shoot?

22 A I'm not aware of that.

23 Q Do you need me to inform you what booking fees  
24 means?

25 A Yes, I do.

1           Q     Booking fee is a fee that a studio pays to a  
2     talent agency flat off the top for a scene in which it  
3     books a model. So for example, Vixen and booked Kenzie  
4     Anne for a scene. We pay you the scene rate. We pay  
5     Motley Models a hundred dollars, but you also pay Motley  
6     Models 10 percent of what you made. That \$100 is a  
7     booking fee.

8                     Were you aware that Motley Models was charging  
9     booking fees on top of what you paid them as a  
10    commission?

11           A     I'm not an agent or a -- a production company,  
12    so I would not know what that is at all. That does not  
13    involve me.

14           Q     Did Motley ever pay you any portion of a  
15    booking fee that they obtained on your behalf?

16           A     No, they did not.

17           Q     Okay. Who represented you at Motley Models?

18           A     Dave Rock. Ryan Kona was my booking agent.

19           Q     And what did Ryan Kona do as your booking  
20    agent?

21           A     He put my schedule together and would relay my  
22    availability.

23           Q     Did he communicate with you your bookings via  
24    text message?

25           A     It was either text, phone call, or email.

1 Q Did you use any platform to coordinate  
2 bookings with Ryan Kona?

3 A They eventually got something called -- it was  
4 like Portfolio something.

5 Q Was it Portfoliopad?

6 A Yes, it was Portfoliopad. I didn't -- I mean  
7 I -- I had access to it, but it always glitched. So  
8 typically, I just looked for my call sheet that would be  
9 sent to Ryan and then sent to me.

10 Q And how did Motley communicate to you what the  
11 amount of their commission should be?

12 A That was in the initial contract agreement.

13 Q So for example, if you got paid \$3,000 for a  
14 scene and Motley's owed 10 percent, does Motley send you  
15 an invoice?

16 A Yes. I got either monthly or bimonthly  
17 invoices.

18 Q And they would aggregate the commissions that  
19 were due to them on the invoices?

20 A Correct.

21 Q And how are the invoices given to you?

22 A Via PDF.

23 Q Was it via email?

24 A I feel like Dave texted them more than  
25 emailed.

1 Q So Dave would text you the invoices?

2 A Yes.

3 Q Did they submit invoices on Portfoliopad?

4 A I don't think so. Again, I hate -- I hated  
5 the app. I always fought them on it. I was so pissed  
6 when they started it.

7 Q So your preference was that Dave just text you  
8 the invoices?

9 A Yeah. Yeah.

10 Q And he continued to do that?

11 A Yes.

12 Q When was the last time that you talked to Ryan  
13 Kona?

14 A I don't know when it was, but I texted him  
15 letting him know he might be a part of this case. So  
16 that may have been -- what, like before summer started,  
17 I want to say.

18 Q And so you texted him saying he might be part  
19 of this case?

20 A Yes and to not delete anything.

21 Q And so in advising him that he might be part  
22 of this case, why did you do that?

23 A Because I hadn't talked to him in a long time,  
24 and I just wanted to know where he was.

25 Q Was there anything that happened that led you

# EXHIBIT C

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*Attorneys for Defendants*  
VXN Group, LLC and Mike Miller

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

MACKENZIE ANNE THOMA, a.k.a.  
KENZIE ANNE, an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

VXN GROUP LLC, a Delaware  
limited liability company; MIKE  
MILLER, an individual; and DOES 1  
to 100, inclusive,

Defendants.

Case No. **2:23-cv-04901 WLH (AGRx)**

**NOTICE OF TAKING DEPOSITION**

1 **PLEASE TAKE NOTICE** that the undersigned attorneys will take the  
2 deposition of:

3 Name: LARRY LERNER  
4 Date: SEPTEMBER 10, 2024  
5 Time: 11:00 A.M.  
6 Place: Ross LLP, 1900 Avenue of the Stars, Suite 1225, Los  
Angeles, CA 90067

7 **YOU ARE FURTHER NOTIFIED THAT:**

8 [X] Non-party deponent: The deponent is not a party to this action. So far as known  
9 to the deposing party, the deponent's address and telephone number are as follows:  
10 5950 Canoga Ave., Suite 417, Woodland Hills, CA 91367; (818) 719-6541. Said  
11 deponent has been served with a Deposition Subpoena. A COPY OF THE  
12 DEPOSITION SUBPOENA IS ATTACHED HERETO AND SERVED  
13 HEREWITH.  
14  
15  
16  
17

18 Respectfully submitted,  
19  
20

21 By: /s/ Trey Brown

22 Trey Brown  
23 Brad Kane  
24 Attorneys for Defendants  
VXN Group, LLC and Mike  
25 Miller  
26  
27  
28



**KANE LAW FIRM**  
1154 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

**CERTIFICATE OF SERVICE**

I hereby certify that on August 20, 2024, a true and correct copy of the foregoing document was served via email to the following recipients:

David D. Bibiyan  
*david@tomorrowlaw.com*  
Jeffrey D. Klein  
*jeff@tomorrowlaw.com*  
Sarah H. Cohen  
*sarah@tomorrowlaw.com*  
Rafael Yedoyan  
*rafael@tomorrowlaw.com*  
Wesley Gonzales  
*wesley@tomorrowlaw.com*

Dated: August 20, 2024

By: /s/ Trey Brown  
Trey Brown

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff*

v.

\_\_\_\_\_  
*Defendant*

)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

To:

\_\_\_\_\_  
*(Name of person to whom this subpoena is directed)*

☐ **Testimony:** YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

Place:

Date and Time:

The deposition will be recorded by this method: \_\_\_\_\_

☐ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: \_\_\_\_\_

CLERK OF COURT

OR

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

\_\_\_\_\_  
*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* \_\_\_\_\_, who issues or requests this subpoena, are:

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

☐ I served the subpoena by delivering a copy to the named individual as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**

**(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

# DEFENDANTS' EXHIBITS

# EXHIBIT C

1 Q And what would be the reason that you no  
2 longer use those platforms?

3 A The reason to leave a platform is lack of  
4 traffic.

5 Q And when you say "lack of traffic," is it fair  
6 to say that you also mean lack of revenue?

7 A Yes, traffic equates to revenue.

8 Q Okay. Which of those platforms generates the  
9 most traffic for you?

10 A Over time it would be OnlyFans.

11 Q And prior to your work with Vixen how much  
12 revenue would you estimate that you made camming in a  
13 monthly period?

14 A Roughly [REDACTED] a month.

15 Q And this is prior to your starting to work  
16 with Vixen?

17 A Yes, sir.

18 Q Okay. And were you also camming during the  
19 time in which you were working with Vixen?

20 A No, sir because I was asked not to.

21 Q Who asked you not to?

22 A That would've been Mike Miller or whoever  
23 drafted up my contract with Vixen.

24 Q Whoever drafted the contract?

25 A Mh-hmm.

1 Q Did Mike Miller ever specifically instruct you  
2 not to cam?

3 A It was written in my contract.

4 Q So during the time that you were performing  
5 for Vixen you did not cam at all?

6 A To my best memory, no, I did not.

7 Q And just so we're clear with the timeframe  
8 that we're talking about, your contract with Vixen  
9 started in November of 2020; is that correct?

10 A I believe so.

11 Q So you're saying that from November 2020 and  
12 through the entire time that you worked for Vixen, you  
13 did not cam?

14 A Yes.

15 Q Okay. How much -- do you currently cam now?

16 A Yes, I do.

17 Q And about how much money do you make on a  
18 monthly basis from camming?

19 THE WITNESS: These are relevant  
20 questions?

21 MS. COHEN: One second.

22 I'm going to object on my client's  
23 privacy. I'm going to instruct my client not to answer.

24 MR. BROWN: Can we have a stipulation  
25 that if you instruct your client not to answer, that



1 Q And to your awareness, to your knowledge, that  
2 was a restriction in your contract that you could not  
3 cam on your own behalf?

4 A It absolutely was.

5 Q And do you recall there being any negotiations  
6 on that point?

7 A No, sir. I do not.

8 Q So I just want to clarify. Did Mike Miller  
9 specifically instruct you that you could not cam while  
10 you were under contract with Vixen?

11 A I am not sure who at Vixen had instructed me  
12 not to, but I was not allowed to cam -- make content  
13 longer than five minutes solo or with another  
14 individual. So I was restricted in my personal income  
15 to be contracted with Vixen.

16 Q And so because you had that belief, you did  
17 not cam the entire time that you were under contract  
18 with Vixen; is that correct?

19 A Yes.

20 Q Okay. So before when I asked you about your  
21 reasons for entering into the adult entertainment space,  
22 you declined to answer that question. Is there a reason  
23 in comparison to the mainstream modeling industry that  
24 you were in, is there a reason that you -- let me  
25 rephrase this question.

# EXHIBIT D

1 time is 11:29 a.m., and we are off the record.

2 (Off the record.)

3 THE VIDEOGRAPHER: This marks the  
4 beginning of media number three. The time is 12:03 p.m.  
5 and we're on the record.

6 THE OFFICER: To reiterate, the time is  
7 12:03 p.m. We are back on the record.

8 Counsel, before we went off record, your  
9 prior question was "It did restrict you?"

10 MR. BROWN: Okay.

11 BY MR. BROWN:

12 Q You mentioned that prior to working with  
13 Vixen, you were camming on several different platforms.  
14 And you mainly cammed on OnlyFans; is that correct?

15 A No, prior to my meeting Vixen, it had been  
16 Streamates and OnlyFans. So initially it was  
17 Streamates, moved over to OnlyFans pretty close, like  
18 maybe a year before I met Vixen.

19 Q You switched from Streamates to OnlyFans?

20 A There was no switch.

21 Q Okay. So just prior to meeting Vixen you were  
22 more active on OnlyFans than you were Streamates at that  
23 time?

24 A No, sir.

25 Q Were you equally active on both platforms

1 prior to working with Vixen?

2 A I would say roughly equal on both platforms.

3 Q And did those platforms combined give you the  
4 \$ [REDACTED] per month?

5 MS. COHEN: Hold on. I'm going to  
6 object. Trying to avoid speaking objections, Counsel,  
7 and we can meet and confer but I think it's just -- it's  
8 an invasion into my client's financial privacy to ask  
9 about her income.

10 So I'm going to object on the basis of  
11 privacy and instruct my client not to answer as it  
12 pertains to her specific income.

13 BY MR. BROWN:

14 Q Are you going to abide by your Counsel's  
15 objection that you don't answer the question how much  
16 money you were making on cam platforms?

17 A Yes, sir.

18 Q During the time that you worked for Vixen, how  
19 much money were you making on camming platforms per  
20 month?

21 MS. COHEN: Objection. Based on my  
22 client's private -- right to privacy, I'm going to  
23 instruct my client not to answer.

24 BY MR. BROWN:

25 Q Are you going to abide by your attorney's

1 Q And the other sources of your income were  
2 modeling for clothing companies?

3 A I did a lot of different jobs, modeling. I  
4 was a hairdresser as well.

5 Q Did your contract with Vixen prohibit you from  
6 modeling or cosmetology?

7 A My contract had nothing to do with  
8 cosmetology. They were not against me modeling for a  
9 few companies. For instance, I had a shoot with Playboy  
10 Plus, that when the photos were released were critiqued  
11 in front of me by Miller because they felt that it had  
12 imitated my first shoot with them. But Playboy Plus was  
13 shot before 'cause they were both photo shoots.

14 Q Apart from modeling and cosmetology, how much  
15 revenue did you make prior to your performing with  
16 Vixen?

17 MS. COHEN: Objection. I'm going to  
18 instruct my client not to answer on the basis of her  
19 privacy.

20 BY MR. BROWN:

21 Q During the time that you were performing with  
22 Vixen, how much revenue did you generate from camming?

23 MS. COHEN: Objection. Privacy. I'm  
24 going to instruct my client not to answer.

25 //